



**SUPPLY AND DELIVERY OF ONE (1) TRIPLE
COMBINATION PUMPER FIRE APPARATUS**

REQUEST FOR PROPOSAL

RFP-2024-03

Submission Deadline: Thursday, March 28, 2024

no later than 11:00 a.m. EST

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Attachment A – General Requirements and Specifications

SECTION 1.0 – INFORMATION TO PROPONENTS

1.1 Definitions

“Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Request for Proposal documents.

“Township” refers to the Corporation of the Township of South-West Oxford.

“Contract” shall mean a written agreement between the Township and another party for the purchase of Supplies, Services, or Construction.

“Proposal” means the response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.

“Proponent” means the legal entity submitting a proposal.

“Successful Proponent” means the Proponent whose proposal has been approved by the Township.

1.2 Introduction

This Request for Proposal (“RFP”) is an invitation by the Corporation of the Township of South-West Oxford to prospective Proponents to submit Proposals for the manufacture, supply and delivery of one (1) triple combination pumper fire apparatus. The apparatus shall conform to the requirements of the current edition of the National Fire Protection Association Standard 1901, and all applicable Underwriters Laboratory Canada Standards.

Further information regarding the scope of work is included in Section 2.0 - Terms of Reference.

1.3 Procurement Policy

This RFP shall be governed by the Township’s Procurement Policy Purchasing By-Law (No. 56-2015) and related policies and procedures.

The Procurement Policy can be viewed on the Township’s website at <https://www.swox.org/en/township-services/bids-and-tenders.aspx>.

1.4 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Paul Groeneveld, A/Fire Chief
firechief@swox.org

1.5 Submission Date and Details

Proposal submissions must be received in a sealed envelope/package. A submission label has been included in the RFP document for the convenience of the Proponent. The submission label is to be clearly marked as to its contents in the space provided and is to be securely attached to the front of the sealed proposal submission.

Completed submissions can be **Mailed** or **Hand Delivered** (In Person or by Courier) to:

Township of South-West Oxford
312915 Dereham Line
Mount Elgin, Ontario N0J 1N0
Attn: Paul Groeneveld, A/Fire Chief

FAX OR ELECTRONIC EMAIL SUBMISSIONS WILL **NOT** BE ACCEPTED.

Submissions shall be received until **11:00 a.m. EST, on Thursday, March 28, 2024.**

Proponents are solely responsible for ensuring Proposal submissions are received prior to the Closing Date and Time. Failure to submit the Proposal submission on or before the Submission Deadline will result in the Proposal submission being rejected. For the purpose of calculating time; the Township of South-West Oxford clock at the prescribed location for submission shall govern. Proposals received after the due date and time will not be considered and will be returned unopened to the Proponent.

The Township does not accept any responsibility for submissions delivered to any other location by the Proponent or its delivery agents. Proponents making submissions near the deadline do so at their own risk.

1.6 Proposal Submission Requirements at Time of Closing

The following must be included with the Proponent's proposal submission. Failure to provide these requirements may result in the Bid being disqualified. All forms submitted must be the original forms and contain original signatures.

- a. One (1) original paper copy (marked "Master Copy"), signed and dated;
- b. Four (4) paper copies (marked "Copy"), signed and dated;
- c. One (1) digital copy of the proposal submission on a USB stick;
- d. Appendix A - Statement of Bidders, signed and dated;
- e. Appendix B - Bid Form, signed and dated, and;
- f. Appendix C - Reference Form

1.7 Questions / Clarification

Proponents shall promptly examine all of the documents comprising this RFP. If a Proponent needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they are in doubt as to any part thereof they shall submit questions in writing by email to the RFP Contact. Questions must be received no later than **Friday, March 15, 2024.**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township of South-West Oxford, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's Proposal.

1.8 Addenda

If the Township, for any reason, determines that it is necessary to provide additional information relating to the RFP, such notice will be communicated to all Proponents by addenda. Any inquiries requiring an addendum will be posted by **Thursday, March 21, 2024**.

Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Township.

1.9 Withdrawal or Amendment of Proposals

A Proponent will be permitted to withdraw or amend their proposal **prior to the Submission Deadline**, provided such request for withdrawal or amendment is received in writing and approved in writing by the RFP Contact.

A Proponent having already submitted a sealed Proposal may submit another sealed Proposal at any time up to the Submission Deadline. The last sealed Proposal received shall supersede and invalidate all other sealed Proposals previously submitted by that Proponent as it applies to this RFP.

1.10 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Township reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents.

Deadline for Question	March 15, 2024
Deadline for Addenda Issuance	March 21, 2024
Submission Deadline	March 28, 2024 no later than 11:00 a.m. EST

1.11 Irrevocable Period

Proposals shall remain open and subject to acceptance by the Township for a period of ninety (90) days from closing date.

SECTION 2.0 – PROJECT TERMS OF REFERENCE

The following terms of reference, outline the general scope of the work required for the items, and are supplied for the convenience of the Proponent.

2.1 Intent of the Specifications

It is the intent of the specifications to cover the furnishing and delivery to the Township of South-West Oxford, one (1) fire apparatus equipped as specified, with the objective of obtaining the best results and the most acceptable apparatus for service in the Fire Department. These specifications cover only the general requirements to the type of construction and tests to which the apparatus must conform, together with certain details as to the finish, equipment, and appliances with which the successful Proponent must conform. Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of the features. Unless otherwise stated by the Proponent, the proposal will be considered as being in accordance with the specifications outlined in this Request for Proposal.

All goods or materials or equipment proposed shall be new and represent current production items manufactured or assembled from previously unused, processed, or unprocessed raw materials or from newly manufactured sub-components, unless otherwise so stated in the RFP specifications.

Proponents shall promptly examine all of the documents comprising this RFP, and shall identify and errors, omissions or ambiguities. It is the responsibility of Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear.

2.2 Alternate or Approved Equal

The mention in the specifications of apparatus, equipment, or material by brand name or by such specified description of the same as is hereby made, is intended to convey to the Proponent's understanding, the degree of quality and performance required.

If and wherever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the Township does not wish to rule out other competition and equal brands or makes, 'Approved Equals' will be considered. If a product other than that specified is bid, it is the Proponent's responsibility to name such product within their bid and to prove to the Township that said product is equal to or exceeds the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The Township shall be the sole judge concerning the merits of bids submitted.

2.3 Demonstrator / Stock Option

To minimize delivery time, the purchase of a pre-built "demonstrator" or stock model apparatus that meets the specifications described herein will be considered. The apparatus must not have ever been previously owned, licensed, or registered for use by another fire department or agency. The apparatus shall not have been constructed prior to 2023.

2.4 Responsibilities of Proponent

By submitting a Proposal in response to this RFP, the Proponent certifies and acknowledges to the Township that:

- a. It has carefully examined the RFP documents and has a clear understanding of the Pumper apparatus required by the Township as described in this RFP;
- b. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Township of South-West Oxford shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process; and
- c. It is in good standing with its creditors and financial institutions and is financially able to perform and meet all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this RFP.

2.5 Health and Safety

Prior to the commencement of any work, the Successful Proponent must complete the Township of South-West Oxford's Health & Safety Procedure #25 – "Contractor's Responsibilities & Duties – Tendered", available on the Township's website www.swox.org.

2.6 Mandatory Meetings

There will be a minimum of two (2) mandatory meetings required to ensure compliance with the scope of work and the specifications. If compliance with the scope of work and specifications are not met, additional meetings may be required.

For each meeting, allow up to two (2) representatives from the Township to be in attendance. Where the Proponent requires the representatives of the Township to attend a location outside a 250 km radius of the Township's Administration Office, the Proponent shall be responsible for all costs associated with transportation, parking, accommodation, and meal expenses.

The minimum of two (2) mandatory meetings are identified as:

- a. Pre-construction Conference Meeting - Prior to construction and any metal being cut, a pre-construction conference shall be conducted to confirm all of the construction details and compliance with the specifications.
- b. Inspection Meeting - The Township shall be provided with an opportunity to conduct an inspection of the apparatus prior to delivery. The inspection shall be conducted at a place mutually agreed upon by the Township and the successful Proponent, and upon final completion of the finished apparatus, prior to delivery.

If the apparatus is not complete to the satisfaction of the Fire Chief or designate, an additional meeting(s) will be required at the Proponent's expense.

2.7 Delivery Inspection

The apparatus/equipment supplied under the contract will be subject to due inspection and acceptance by the Township prior to authorization for payment.

Upon delivery to the Township the apparatus shall be inspected in detail by the Township of South-West Oxford's Fleet Manager and the Fire Chief, to ensure it has met all aspects of the RFP prior to the Fire Chief signing off on the apparatus.

2.8 Apparatus Demonstration

An authorized representative of the manufacturer shall provide a demonstration of the completed vehicle. One (1) day of orientation shall be provided and performed by a qualified representative of the manufacturer.

2.9 Warranty

The Pumper shall be free from defects in material and workmanship under Fire Services emergency use. All Warranties provided shall not be based on a pro-rated system or program. All discrepancies discovered during field service and apparatus testing shall be covered under the manufacturer's warranties.

All fabricator and contractor warranty details must be clearly indicated within the submission. Warranties are required to be included but not limited to the following, as may be applicable; cab and chassis and all associated major components, fire body and all associated components, auxiliary equipment installed on the vehicle, all pumps and associated component. Any optional warranties and applicable associated costs shall be clearly identified.

2.10 Service Center and Parts Depot

Each Proponent must prove they have and will maintain an established service center and parts depot capable of satisfying the warranty service and parts requirement for the model bid. In addition, the Successful Proponent shall maintain a separate service facility at the manufacturing site, in order to satisfy the need for major emergency service work.

The Proponent shall include details of the location of an authorized service center, with a staff of factory trained technicians, well versed in all aspects of service for all major components.

2.11 Local Representation

The manufacturer shall demonstrate they have an established regional representative, and the representative will remain in place. This representative shall be knowledgeable with respect to the sale and service of fire apparatus.

The manufacturer shall identify their ability to provide factory-trained technicians who are able to service and maintain the apparatus at the Township of South-West Oxford location.

2.12 Payment

The Successful Bidder will receive a lump sum payment. All invoicing and purchase agreements shall reference the Tender Number provided by the Township.

1. Vehicle(s) delivery to the specified location;
2. Confirmation of specifications by Township Staff; and
3. Any deficiencies identified are rectified by the Vendor.

SECTION 3.0 – PROPOSAL REQUIREMENTS AT SUBMISSION

3.1 Technical Proposal Requirements

It is important that Proposals clearly provide all the necessary information identified below, so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the evaluation team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Township will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated criterion.

The Township may request further information from the Proponent or third parties in order to verify, clarify, or supplement the information provided in the Proponent's Proposal. The response received by the Township shall, if accepted by the Township, form an integral part of the Proponent's Proposal.

The following is a list of the areas in which Proponents should provide information for consideration of their Proposal. These criteria will be scored as per the Evaluation Criteria weightings chart for this RFP. Information should include, but not be limited to, the following:

A. Design

The Proponent shall complete and include Attachment A - General Requirements and Specifications with compliance denoted with a "Yes" or "No".

The Proponent shall include a set of Manufacturer specifications consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract must conform. The Manufacturer's Specifications shall be provided in the same sequence as the Attachment A - General Requirements and Specifications section for ease of checking compliance. These specifications must include size, type, model, make of all parts, components, and equipment. Provide a complete amp load analysis of the apparatus in accordance with the current edition of NFPA standard 1901.

The Proponent shall provide **five (5) drawings** of the proposed Pumper for the fire department's review. The drawings shall show, but not be limited to, such items as the chassis being utilized, lights, horns, sirens, doors, and all compartment locations and dimensions. The blueprint shall be in colour and show a visual interpretation of the unit as it is to be constructed. The drawing to be provided with the proposal is to show five (5) views. (Front, Rear, Driver's Side, Curbside, and Top View).

B. Experience and References

The Proponent shall provide details of the manufacturing location. The manufacturer of the apparatus must have been manufacturing fire apparatus continuously, without interruption for a minimum of twenty (20) years. **(Mandatory Requirement)**.

The manufacturer of the apparatus must be certified and in good standing with the Workers' Compensation Board. Proof of certification must be supplied with the bid. A manufacturer that is not certified in factory manufacturing or not in good standing with their local Workers' Compensation Board shall be disqualified (**Mandatory Requirement**).

To allow for a proper review and evaluation, each proposal submission should include, at a minimum, the following information:

- (i) Profile of the Proponent.
- (ii) List of the Proponent's current and prior municipal clients, including the type of service provided and years provided.
- (iii) Proponent's experience in providing goods and services to municipal clients.
- (iv) Certification by the Canadian Welding Bureau (American certifications are acceptable as equal).
- (v) Listed by ULC as a Certified Manufacturer of Fire Department and listing to NFPA 1901 Standards for Automotive Fire Vehicles.
- (vi) Registered to the Canadian Safety Mark.
- (vii) Certification by the Ontario Motor Vehicle Industry Council.
- (viii) Certification by the Fire Apparatus Manufacturers Association.

C. Warranty

Proponents shall submit details of warranty coverages and exclusions for the unit and specified attachments proposed. Any dealership warranty may also be specified. Warranties must be attached on a separate sheet outlining any warranty information and extended warranties where offered. Unless an extended warranty is specified in the document, the cost of any extended warranty options are **not** to be included in Appendix B – Bid Form. All official warranty documents are to be supplied prior to final acceptance of the unit /equipment.

D. Vehicle Servicing and Parts Replacement

Proponents must provide the details of the established service center and parts depot capable of satisfying the warranty service and parts requirement for the model bid. The service center details shall list information related to the number of fire apparatus serviced in the past twelve months, the location from which repair technicians will be dispatched, the number of service vehicles available to provide in station repairs, and the number of certified emergency vehicle technicians (EVT) on staff at the location.

The Proponent shall provide a "24 Hour", "7-Day Per Week" emergency parts and service toll free telephone number. This phone number must be included in the bid submission package, along with the contact name, business name, address, and phone number of the local service agency, which will service the vehicle after being placed into service. (**Mandatory Requirement**)

The Proponent shall provide details of the separate service facility at the manufacturing site, to satisfy the need for any major emergency service work.

E. Quality Assurance Programs

The apparatus manufacturer shall have a documented and certified ISO 9001 quality program in place. A copy of the certifications must be included with the bid submittal. The apparatus

manufacturer shall provide the name of the ISO provider, as well as the ISO provider's contact information including phone number. **(Mandatory Requirement).**

Proponents are required to provide complete information regarding the Quality Assurance programs including:

- (i) CWB or AWB Certified Welders and Related Procedures
- (ii) NDT testing procedures
- (iii) Technician Certification
- (iv) Instructor Certification
- (v) Third-Party Testing and Certification
- (vi) Any other educational certifications or quality assurance programs that are relevant.

F. Delivery

Proponents shall identify the proposed delivery within their proposal as well as providing a production and delivery schedule demonstrating how they will meet the delivery timeframe. An overall build schedule which should include, but not limited to:

- (i) Lead time to delivery of chassis.
- (ii) Lead time from the date the chassis is received until the completed and road ready pumper apparatus is delivered and received by the Township of South-West Oxford.

The delivery shall be at the Successful Proponent's sole risk, responsibility, and expense. The Successful Proponent shall be responsible for all insurance coverage until the unit has been delivered and accepted following the final inspection by the Township.

3.2 Proposal Pricing – Bid Form

The Proponent shall complete and submit Appendix B - Bid Form. The price quoted shall be in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, profit, permits, licenses, labour, carriage, insurance, WCB costs, warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, which should be itemized separately in the designated space on the Bid Form.

Bid prices shall remain fixed for the duration of the contract and no additional charges will be accepted. The Township will not make any interim payments, or partial payments. No payments will be paid until the apparatus is deemed ready for service, complete with all necessary in-station training.

3.3 Optional Interview and Presentation

At the Township's sole discretion, interviews and presentations may be requested to clarify or otherwise demonstrate the information contained in support of the Proponent's Proposal. It is expected at a minimum that a Proponent liaison, the project manager, and a senior subject matter/technical expert, are present during the presentations and interviews. The Township reserves the right to request specific team members be in attendance based on assigned responsibilities.

Interview and Presentation agenda:

- (i) Brief introduction of Evaluation team and Proponent's team;
- (ii) Presentation by the Proponent; and
- (iii) Question and answer period.

The interview and presentation for short-listed Proponents based on their initial scoring, will be assigned a maximum of ten (10) points for the presentation skills and interview content.

In the event that the Township of South-West Oxford receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Township to be inaccurate, incomplete or misleading, the Township reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of rated criteria or pricing.

3.4 Evaluation Process

The Township will follow an evaluation-based selection process when considering proposals. Proposals will be evaluated based on the information provided by the Proponent at the time of submission of its Proposal and the evaluation criteria, as specified in the Proposal Document. The evaluation of all Proposals received will be conducted in a structured manner, ensuring fair and consistent assessment and selection of the Successful Proponent.

3.5 Evaluation Team

An evaluation team, consisting of Township employees and members of the South-West Oxford Fire & Emergency Services, will complete all evaluations. The Township reserves the right to engage professional external or internal consultants to assist with the evaluation process.

3.6 Evaluation Criteria

Technical Proposal submissions will be evaluated by the Evaluation Team based on the following categories. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the Township.

By responding to this RFP, Proponents agree to accept the decision of the Evaluation Team as final. Proposals will be evaluated based on the following weighted evaluation factors:

Category	Available Points
Provision of the mandatory detailed information from Attachment A - General Requirements and Specifications	15
Apparatus design, utility, suitability, and ergonomic factors	20
Fabricator Experience and References	10
Warranties	10
Vehicle Servicing and Parts Replacement	10
Quality Assurance Programs	5
Payment Terms	5
Delivery	5
Price	20
Total Available Points	100

3.7 Basis of Selection

The Township intends to recommend the award on the basis of the best overall value to the Township, as determined by the review of the Proposals, pricing and if required, the Proponent's interview and presentation. Only Proposals meeting all of the requirements will be considered. While cost is an important element in the selection process, it is to be clearly understood that there are other evaluation criteria in the RFP that the Township will consider in evaluating Proposals.

Award recommendation is subject to budgetary restrictions and Council approval.

3.8 Negotiation

The Township reserves the right to enter into negotiations with the recommended Proponent regarding any and all aspects of their Proposal. The Township is under no obligation whatsoever to enter into negotiations with either the recommended Proponent, or any other Proponent who responds to this RFP.

Should negotiations with the recommended Proponent fail to result in the formalization of an authorization letter; the Township may, in its sole and absolute discretion, enter into negotiations with the second ranked Proponent. Should those negotiations fail, the next ranked Proponent may be invited to participate in negotiations. This process may continue until either an authorization letter is finalized or the Township elects to cancel the RFP process.

3.9 Contract Approval

Pursuant to the Township's Purchasing Policy, Council must approve an RFP award for purchases greater than \$50,000. Council is not in any way obligated to approve an RFP award based on the recommendation of the RFP evaluation team and reserves the right to approve the award at its sole discretion.

Once all the preceding steps have been completed, it is the Township's intent to issue a contract authorization letter with the Successful Proponent and to execute an agreement pursuant to this RFP.

SECTION 4.0 – GENERAL CONDITIONS OF THE RFP PROCESS

4.1 General Information

4.1.1 RFP Provisions Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into the Proponent's Proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, either as part of its Proposal or after receiving notice of selection, may be disqualified. If a Proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, will prevail over any such changes or qualifications in the Proposal.

4.1.2 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP.

4.1.3 No Incorporation by Reference

The entire content of the Proponent's Proposal should include all documents and content to be considered in evaluation of the Proposal. Any links to websites or other external documents referred to in the Proponent's Proposal, will not be considered to form part of its Proposal.

4.1.4 Information in RFP an Estimate Only

The Township of South-West Oxford and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. The Township shall not be responsible for any actions, costs, losses or liability whatsoever arising from any bidder's reliance or use of this RFP or any other technical or historical data, materials or documents provided by the Township.

Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

4.1.5 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

The Township will not return the proposal, or any accompanying documentation submitted by a Proponent.

4.2 Notification and Debriefing

4.2.1 Notification

The Successful Proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Once the Agreement is executed between the Corporation of the Township of South-West Oxford and the Successful Proponent, the other Proponents shall be notified in writing.

4.2.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

Discussions relating to any Proposal submission other than that of the Proponent making the request will be strictly prohibited. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.3 Conflict of Interest and Prohibited Conduct

4.3.1 Conflict of Interest

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed agreement for which this proposal is made.

The Proponent further declares that no Township of South-West Oxford, employee or member of Council is, or will become interested, directly or indirectly as a contracting party or otherwise, in the performance of the Contract or be entitled to any portion of the profits to be derived therefrom.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Township prior to the submission of a proposal. The Township may, at its discretion, delay any evaluation or award until the matter is resolved to the Township's satisfaction. The Township may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Township determines that it is in its best interests to do so.

The Township reserves the right to disqualify a proposal where the Township believes a conflict of interest or potential conflict of interest exists.

4.3.2 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Township.

4.3.3 No Lobbying / Collusion

Proponents are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP.

A Proponent shall not discuss or communicate directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of a Proposal. Proponents shall prepare and submit Proposals independently and without communication, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent except where submitting as a joint venture and then communication will only be permitted with the Proponents participating in the joint venture.

4.3.4 Past Performance or Past Conduct

The Township may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a. illegal or unethical conduct as described above;
- b. the refusal of the supplier to honour its submitted pricing or other commitments; or
- c. any conduct, situation, or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

4.3.5 Litigation

The Township may, in its absolute discretion, reject a Proposal by a Proponent if it:

- a. is a party to litigation with the Township; or
- b. directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Township, or
- c. intends to use a sub-contractor in respect of this project who is a party to litigation with the Township, or, who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Township.

Party to litigation with the Township includes matters in which the Proponent or prospective Proponent or any of the parties named above, have advised the Township in writing of their intention to commence litigation, or have commenced or have advised the Township of their intention to commence an arbitral proceeding, against the Township.

4.4 Confidential Information

4.4.1 Confidential Information of Township of South-West Oxford

All information provided by or obtained from the Township in any form in connection with this RFP either before or after the issuance of this RFP:

- a. is the sole property of the Township and must be treated as confidential;
- b. is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- c. must not be disclosed without prior written authorization from the Township; and
- d. must be returned by the Proponent to the Township immediately upon the request of the Township.

4.4.2 Municipal Freedom of Information and Protection of Privacy Act

The information submitted in response to the RFP will be treated in accordance with the relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. This will confirm that the Township will not use/disclose the information provided, without proper authorization, and will keep the information in a physically/electronically secure location to which access is given only to staff requiring access.

4.5 Reserved Rights and Limitation of Liability

4.5.1 Reserved Rights of the Township of South-West Oxford

The Township of South-West Oxford reserves the right to

- a. make public the names of any or all Proponents;
- b. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- c. request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- d. waive minor informalities and accept Proposals that substantially comply with the requirements of this RFP;
- e. verify with any Proponent or with a third party any information set out in a Proposal;
- f. check references other than those provided by any Proponent;
- g. disqualify a Proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the Proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- h. select any Proponent other than the Proponent whose Proposal reflects the lowest cost or the highest revenue to the Township, or the highest technical score;
- i. cancel this RFP process at any stage;
- j. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- k. accept any Proposal in whole or in part; or
- l. reject any or all Proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

4.5.2 Limitation of Liability

By submitting a Proposal, each Proponent agrees that

- a. neither the Township nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the Proposal, loss of profits, loss of opportunity or for any other claim; and
- b. the Proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Proposal, loss of profit or loss of opportunity by reason of the Township's decision not to accept the Proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this RFP process, and the Proponent shall be deemed to have agreed to waive such right or claim.

4.6 Indemnity and Insurance

4.6.1 Indemnity and Hold Harmless

The Proponent shall defend, indemnify and save harmless in full the Township and those for whom the Township is responsible including but not limited to its elected officials, officers, employees, contractors, sub-contractors and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, administrative proceedings, administrative monetary penalties, applications, causes of action, losses, expenses, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Proponent, its directors, officers, employees, agents,

contractors and subcontractors, or any of them or those for whom the Proponent is responsible, in connection with or in any way related to the delivery or performance of this Project. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Proponent.

4.6.2 Insurance

Prior to the commencement of any work, the Successful Proponent must furnish to the Township, at their expense, certificate(s) of insurance satisfactory to the Township, as set forth below. All insurance policies of the Successful Proponent shall be underwritten by an insurer licensed to conduct business in the Province of Ontario.

The certificate(s) for the coverage with the following minimums:

- a. Commercial General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence;
- b. Automobile Policy, covering vehicles used in any manner in connection with the performance of this agreement for a limit not less than two million dollars (\$2,000,000).
- c. Professional Liability/Errors and Omissions; the coverage shall be maintained continuously during the term of the agreement and for two (2) years after the termination or expiration of this agreement for a limit not less than two million dollars (\$2,000,000).

The Commercial General Liability policy shall contain:

- (i) The Corporation of the Township of South-West Oxford as additional insured with respect to liability arising in the course of, or in connection with, work performed under the contract;
- (ii) cross-liability and severability of interest clause;
- (iii) non-owned auto coverage;
- (iv) contractual liability (both oral and written); and,
- (v) thirty (30) days' written notice of cancellation, termination or material change.

4.6.3 Workplace Safety and Insurance Act Requirements

All contractors performing work for the Township must comply with the *Workplace Safety and Insurance Act*. The Successful Proponent shall furnish a Workplace Safety and Insurance Board (WSIB) Clearance Certificate prior to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Township prior to commencement of work.

4.7 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

Pursuant to Section 6 of the Regulation, the proponent shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. For further details, go to www.AccessON.ca

The proponent shall submit to the Township upon request, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a

summary of the contents of training, together with a record of the dates on which training was provided and the individuals to whom training was provided.

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11), the Township requires documents created for the municipality be provided in a format which is compliant with WCAG 2.0 Level AA requirements.

4.8 Default / Non-Performance

The Township will reserve the right to determine “non-performance” or “poor quality” of service and further reserves the right to cancel any or all of this contract at any time should the Proponent’s performance not meet the terms and conditions of the RFP upon thirty (30) days written notification to the Proponent.

“Non-performance” shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the Township retains the right to claim damages as a result of such default.

If the Township terminates the Contract, it is entitled to:

- a. withhold any further payment to the Proponent until the completion of the work and the expiry of all obligations under the Contract; and
- b. recover from the Proponent any loss, damage and expense incurred by the Township by reason of the default (which may be deducted from any monies due or becoming due to the Proponent).

4.9 Governing Law and Interpretation

These Terms and Conditions of the RFP Process are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



THE TOWNSHIP OF SOUTH-WEST OXFORD

Appendix A - Statement of Bidders

BIDDER DOCUMENT NAME: SUPPLY AND DELIVERY OF ONE (1) TRIPLE COMBINATION PUMPER FIRE APPARATUS

BID DOCUMENT NUMBER: RFP-2024-03

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at _____ this _____ day of

_____, 20_____.

Witness

Signature of Authorized Person

Position

Appendix B - Bid Form

Instruction to Proponents

Proponents shall quote prices in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, profit, permits, licenses, labour, carriage, insurance, WCB costs, warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, which should be itemized separately in the designated space on the Bid Form. All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in this RFP.

Full Legal Name of Proponent:	
Address:	
Contact Name and Title:	
Contact Email:	
Phone Number:	
HST Number (9 Digit):	

Description	Price (CDN Funds)
Supply and Deliver one (1) Triple Combination Pumper Fire Apparatus, as outlined in the bid specifications.	\$
HST	\$
Total Proposal Price	\$

Delivery of the completed fire apparatus shall be F.O.B. Township of South-West Oxford Administration Building at 312915 Dereham Line, Mt. Elgin ON within _____ to _____ calendar days after the acceptance of the order, dependent on chassis delivery.

The Proponent acknowledges and agrees that any Addendum/Addenda issued forms part of the RFP Document. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers in the blank space following: _____.

Name of Proponent Representative

Title of Proponent Representative

Signature of Proponent Representative

Date

I have the authority to bind the corporation

Appendix C - Reference Form

Provide a **minimum of three (3)** references for units of comparable size and complexity previously manufactured and delivered to fire departments in Canada (preferred) or the United States within the past five (5) years. The Township reserves the right to contact the references listed.

Reference # 1	
Name of Client	
Address	
Contact Name and Title	
Phone Number	
Email Address	
Brief Description of the scope of work	
Duration of Contract	
Approximate Value of Contract	

Reference # 2	
Name of Client	
Address	
Contact Name and Title	
Phone Number	
Email Address	
Brief Description of the scope of work	
Duration of Contract	
Approximate Value of Contract	

Reference # 3	
Name of Client	
Address	
Contact Name and Title	
Phone Number	
Email Address	
Brief Description of the scope of work	
Duration of Contract	
Approximate Value of Contract	

Reference # 4	
Name of Client	
Address	
Contact Name and Title	
Phone Number	
Email Address	
Brief Description of the scope of work	
Duration of Contract	
Approximate Value of Contract	

Submission Label

Complete the Proponent Name and Address information, and then affix this submission label/sheet to the front of your sealed RFP submission envelope/package to clearly identify the RFP and the vendor information. The Township will not be held responsible for envelopes or packages that are not labeled.

Proposal submissions must be returned to:

**Township of South-West Oxford
312915 Dereham Line
Mount Elgin, ON N0J 1N0
Attn: Paul Groeneveld, A/Fire Chief**

REQUEST FOR PROPOSAL

RFP-2024-03

**SUPPLY AND DELIVERY OF ONE (1) TRIPLE COMBINATION
PUMPER FIRE APPARATUS**

PROPONENT'S NAME: _____

ADDRESS: _____

For Township Use Only	
Date Stamp	
Time Received	Employee Signature

BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED.